

**IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF ARKANSAS
HOT SPRINGS DIVISION**

**RE: SHUNDOLYN LEVETT JETTON
DEBTOR**

**CASE NO.:6:09-bk-75560
CHAPTER 13**

OBJECTION TO CLAIM OF U.S. BANK, N.A. AND MOTION FOR ACCOUNTING

Comes now the Debtor, Shundolyn Levett Jetton, by and through her attorney, Annabelle Patterson, and for her Objection to Claim of U.S. Bank, N.A., states as follows:

1. Debtor filed for Chapter 13 bankruptcy on November 3, 2009.
2. Debtor's schedules listed a mortgage debt owed to U.S. Bank Home Mortgage in the amount of \$37,742.32.
3. Debtor's Chapter 13 plan proposed to pay the on-going monthly mortgage payment of \$442.85 to U.S. Bank Home Mortgage through the plan, and to pay a pre-petition arrearage claim of \$2645.09 in monthly installments of \$73.48. The plan marked the arrearage amount as disputed.
4. The pre-petition arrearage amount listed in Debtor's plan is based on a statement received from U.S. Bank Home Mortgage dated October 15, 2009 showing a payment amount due of \$2645.09. The itemization of the amount due listed on the statement is as follows:

Principal & Interest	\$268.91
Tax	\$.01
Insurance	\$117.67
PMI/MIP	\$ 15.24
Overage/Shortage	\$ 40.42
PAYMENT AMOUNT DUE	\$442.25
Past Due amounts	\$2005.45
Unpaid Late Charges	\$ 107.39
Returned Item/Other Fee(s)	\$ 90.00
TOTAL AMOUNT DUE	\$2645.09

5. The statement also lists Balances as follows:

Principal (Not a Payoff Amount)	\$37,742.32
Escrow Advance	\$ (240.57)
Recoverable Corporate Advance	\$ 925.00
Suspense Balance	\$ 368.60

A copy of the statement is attached hereto and incorporated herein as Exhibit "A".

6. Debtor's plan was confirmed without Objection by U.S. Bank on January 6, 2010.
7. On March 3, 2010, U.S. Bank, N.A. filed a Proof of Claim in the Debtor's case showing an unpaid principal balance due of \$37,742.32. The Proof of Claim lists the monthly on-going payment beginning December 1, 2009 as \$401.83 per month.
8. U.S. Bank, N.A. also filed a claim for a pre-petition arrearage amount due on the loan of \$4307.87. The claim is itemized as follows:

Monthly Payments (6/1/09 – 11/1/09 6 payments at \$373.65)	\$2,241.90
Property Inspections	\$ 60.00
Foreclosure Attorney Fees	\$ 250.00
Foreclosure Costs – GFMC Advances	\$ 791.48
Bankruptcy Attorney Fees	\$ 350.00
Escrow Shortage	\$ 614.49
Grand Total	\$4,307.87

9. Debtor alleges that the amounts claimed on the arrearage do not agree with the amounts shown as past due on the October 15, 2009 statement, to-wit: the past due payments amounts vary as to escrow contributions; late charges are included on the statement but not on the arrearage claim; the statement shows a credit owed for escrow advances while the arrearage claim shows a balance due for escrow; the statement contains a balance owed in the suspense account that is not mentioned on the arrearage claim; the amount on the statement for foreclosure fees and costs does not match the amount for recoverable advances listed on the arrearage claim; the

statement contains a charge for other fees not listed on the arrearage claim; and, the arrearage claim lists a charge for property inspections not listed on the statement.

10. Debtor alleges that the arrearage claim includes a past due payment for November, 2009 which should not be included in the arrearage as the November, 2009 payment will be made by the Trustee as part of the on-going monthly payments.
11. Debtor alleges that the foreclosure costs listed on the arrearage claim are not itemized, and Debtor cannot therefore ascertain the validity of these charges.
12. Debtor alleges that the escrow shortage claimed on the arrearage is included in and will be paid through past due payments, and that the escrow shortage claim should be disallowed.
13. Due to the discrepancies between the statement and the arrearage claim, the apparent “double-dipping” of escrow, and the lack of document regarding the foreclosure costs, U.S. Bank, N.A. should be required to provide to the Debtor and to Debtor’s counsel a complete life of loan transaction history for the account, including evidence of all payments made and all charges assessed against the account; copies of all escrow analyses conducted from inception of the loan through current; and itemization and documentation regarding the foreclosure costs and fees assessed.
14. Debtor asserts that U.S. Bank, N.A. should be required to bear all costs for any accounting done to the loan, should be required to make any and all necessary adjustments to the loan arising from said accounting, and should be required to file an Amended Proof of Claim.

15. Debtor further asserts that should U.S. Bank, N.A. fail to provide the necessary documentation or properly account for charges and fees assessed to the loan, that the pre-petition arrearage claim should be disallowed in its entirety.

WHEREFORE, the Debtor prays that this Court enter its Order requiring U.S. Bank, N.A. to account for all fees and costs assessed to the Debtor's mortgage loan, or, in the alternative, disallowing the pre-petition arrearage claim, for fees and costs incurred in this matter, and for all other relief to which she may be entitled.

Respectfully Submitted,

/s/ Annabelle Patterson
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CERTIFICATE OF SERVICE

I, Annabelle Patterson, do hereby certify that I have served a copy of the foregoing pleading upon Rosanna Henry, attorney for U.S. Bank, N.A. by use of the Court's ECF system, and upon Jack W. Gooding, Trustee by ECF on this the 4th day of March, 2010.

/s/ Annabelle Patterson
Annabelle Patterson, ABN 85204